SOLICITATIO	N/CONTRACT OR TO COMPLE						I. REQUISI W901R3-40						PAGE 1 ()F	28
2. CONTRACT NO.	OK TO COM EL	3. AWARD/EFFE	 		NUMBER	R I			SOLICITAT				s solicitat 23-Feb-20		UE DATE
7. FOR SOLICITATION INFORMATION CAL		a. NAME EVONNE HO	OGUE						TELEPHON 37-531-4		ER (No Collec	, I.	. OFFER DU 04:30 PM		LOCAL TIME
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15. DELIVER TO 1ST BN, 509TH INF (AI BRANDON VEGA 7950 ALABAMA STREI SUITE 101 FORT POLK LA 71459- TEL: 337-531-0495 FA	5455	CODE W90	01R3	1	6. admin	NISTER	ED BY				_	COD	DE		
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32b. SIGNATURE REPRESENTATI	OF AUTHORIZ		32c. DATE			PAYME	COMPLE		PART		FINAL		K NUMB		
41a. I CERTIFY THIS	ACCOUNT IS COR	RECT AND PRO	PER FOR PAYME	ENT	38. S/	/R ACCC	NUN TNUC	MBEF	39.	S/R VOI	JCHER NUM	IBER	40. PAIC	BY	
41b. SIGNATURE		ı	41c. DATE		42a. RECEIVED BY (Print)										
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Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE AMOUNT** QUANTITY 0001 1,200 Pair PFC EPAULET FFP OPFOR Private First Class Rank Epaulet MFR PART NR: 5402300 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 **NET AMT** FOB: Destination ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 0002 1,200 Pair SPC EPAULET FFP SPC EPAULET MFR PART NR: 5402301 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16

NET AMT

Page 3 of 28

SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE** ITEM NO **AMOUNT** 0003 1,200 Pair SGT EPAULET FFP **SGT EPAULET** MFR PART NR: 54032302 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 NET AMT FOB: Destination ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0004 600 Pair SSG EPAULET FFP SSG EPAULET MFR PART NR: 5402303 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 **NET AMT** FOB: Destination ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0005 600 Pair SFC EPAULET FFP SFC EPAULET MFR PART NR: 5402304 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16

NET AMT

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 0006 150 Each RED STAR SEW ON FFP RED STAR SEW ON MFR PART NR: 5402321 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 NET AMT FOB: Destination ITEM NO SUPPLIES/SERVICES UNIT PRICE QUANTITY UNIT **AMOUNT** 0007 100 Each STAR PIN ON **FFP** STAR PIN ON

NET AMT

FOB: Destination

MFR PART NR: 5402319

PURCHASE REQUEST NUMBER: W901R3-4043-NJ16

Page 5 of 28

SUPPLIES/SERVICES QUANTITY **UNIT PRICE** ITEM NO UNIT **AMOUNT** 8000 200 Each **D-TRP JUMP WINGS** FFP **D-TRP JUMP WINGS** MFR PART NR: 5402380 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 NET AMT FOB: Destination ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0009 300 Pair 1/509TH UNIT CREST FFP 1/509TH UNIT CREST MFR PART NR: 4504856 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 **NET AMT** FOB: Destination ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0010 300 Each 1/509TH FLASH FFP 1/509TH FLASH MFR PART NR: 4412973 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16

NET AMT

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 0011 100 Each 1/509TH OVALS FFP 1/509TH OVALS MFR PART NR: 4412974 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 NET AMT FOB: Destination ITEM NO SUPPLIES/SERVICES UNIT PRICE QUANTITY UNIT **AMOUNT** 0012 200 Each 3rd FRENCH AWARD **FFP** 3rd FRENCH AWARD MFR PART NR: 4461876 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16

NET AMT

Page 7 of 28

SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE** ITEM NO **AMOUNT** 0013 400 Pair **GERONIMO** FFP **GERONIMO** MFR PART NR: 4414610 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 NET AMT FOB: Destination ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0014 100 Each RIFLES SUBDUED FFP RIFLES SUBDUED MFR PART NR: 5402324 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 **NET AMT** FOB: Destination ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0015 100 Each RIFLES BERET FFP RIFLES BERET MFR PART NR: 5402325 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 **NET AMT**

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 0016 120 Each PFC BERET SEW GOLD FFP PFC BERET SEW GOLD MFR PART NR: 5402328 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 NET AMT FOB: Destination ITEM NO SUPPLIES/SERVICES UNIT PRICE QUANTITY UNIT **AMOUNT** 0017 120 Each SPC BERET SEW GOLD **FFP** SPC BERET SEW GOLD MFR PART NR: 5402329 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16

NET AMT

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SUPPLIES/SERVICES QUANTITY **UNIT PRICE** ITEM NO UNIT **AMOUNT** 0018 120 Each SGT BERET SEW GOLD FFP SGT BERET SEW GOLD MFR PART NR: 5402331 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 NET AMT FOB: Destination ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0019 1,200 Pair 1/509TH AIRBOURNE FFP 1/509TH AIRBOURNE MFR PART NR: 45414610 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 **NET AMT** FOB: Destination ITEM NO SUPPLIES/SERVICES **UNIT PRICE AMOUNT QUANTITY** UNIT 0020 200 Each ARMY PRESIDENTIAL UNIT CITATION **FFP** ARMY PRESIDENTIAL UNIT CITATION MFR PART NR: 7840310A PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 **NET AMT**

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 0021 200 Each ARMY SUPERIOR UNIT AWARD **FFP** ARMY SUPERIOR UNIT AWARD MFR PART NR: 7824125A PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 NET AMT FOB: Destination ITEM NO UNIT PRICE SUPPLIES/SERVICES QUANTITY UNIT **AMOUNT** 0022 100 Each CAPTAIN SILVER BLACK **FFP** CAPTAIN SILVER BLACK MFR PART NR: 5402343 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16

NET AMT

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SUPPLIES/SERVICES QUANTITY **UNIT PRICE** ITEM NO UNIT **AMOUNT** 0023 40 Each **CHEMICAL** FFP **CHEMICAL** MFR PART NR: 5402353 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 NET AMT FOB: Destination ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0024 40 Each FIELD ARTILLERY FFP FIELD ARTILLERY MFR PART NR: 5402355 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16 **NET AMT** FOB: Destination ITEM NO SUPPLIES/SERVICES **UNIT PRICE AMOUNT QUANTITY** UNIT 0025 500 Each COMBAT PATCH FFP NEW PATCH BEING DEVELOPED FOR 1/509TH ABN IN MFR PART NR: 5402384 PURCHASE REQUEST NUMBER: W901R3-4043-NJ16

NET AMT

ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE AMOUNT** QUANTITY Each

0026 2,400

FFP

NEW JUMP WINGS FOR OG-107

NEW AIRBOURNE WINGS OG-107

MFR PART NR: 5402385

PURCHASE REQUEST NUMBER: W901R3-4043-NJ16

NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES UNIT PRICE QUANTITY UNIT **AMOUNT**

0027 2,400 Each

COMMANDO TAB

FFP

COMMANDO TAB MFR PART NR: 5402383

PURCHASE REQUEST NUMBER: W901R3-4043-NJ16

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

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0010	Destination	Government	Destination	Government
0011	Destination Destination	Government Government	Destination Destination	Government Government
0013 0014	Destination Destination	Government Government	Destination Destination	Government Government
0015 0016	Destination Destination	Government Government	Destination Destination	Government Government
0017 0018	Destination Destination	Government Government	Destination Destination	Government Government
0019 0020	Destination Destination	Government Government	Destination Destination	Government Government
0021 0022	Destination Destination	Government Government	Destination Destination	Government Government
0023 0024	Destination Destination	Government Government	Destination Destination	Government Government
0025 0026 0027	Destination Destination Destination	Government Government	Destination Destination Destination	Government Government
0027	Destillation	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	19-MAR-2004	1,200	1ST BN, 509TH INF (AIRBORNE), HHC BRANDON VEGA 7950 ALABAMA STREET SUITE 101 FORT POLK LA 71459-5455 337-531-0495 FOB: Destination	W901R3
0002	19-MAR-2004	1,200	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0003	19-MAR-2004	1,200	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0004	19-MAR-2004	600	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0005	19-MAR-2004	600	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0006	19-MAR-2004	150	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3

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0007	19-MAR-2004	100	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0008	19-MAR-2004	200	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0009	19-MAR-2004	300	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0010	19-MAR-2004	300	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0011	19-MAR-2004	100	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0012	19-MAR-2004	200	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0013	19-MAR-2004	400	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0014	19-MAR-2004	100	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0015	19-MAR-2004	100	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0016	19-MAR-2004	120	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0017	19-MAR-2004	120	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0018	19-MAR-2004	120	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0019	19-MAR-2004	1,200	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0020	19-MAR-2004	200	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0021	19-MAR-2004	200	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0022	19-MAR-2004	100	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0023	19-MAR-2004	40	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0024	19-MAR-2004	40	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3

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0025	19-MAR-2004	500	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0026	19-MAR-2004	2,400	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3
0027	19-MAR-2004	2,400	(SAME AS PREVIOUS LOCATION) FOB: Destination	W901R3

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to OfferorsCommercial Items	OCT 2003
52.212-4	Contract Terms and ConditionsCommercial Items	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.211-16 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
- (b) The permissible variation shall be limited to:
- 10 Percent increase
- 10 Percent decrease

This increase or decrease shall apply to each line item and total dollar amount

(End of clause)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
- 1. Delivery time
- 2. Price
- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by

either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(5) Common parent.
Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:
Name
TIN
(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.
(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph $(c)(2)$ of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents that it $(\)$ is, $(\)$ is not a women-owned small business concern.
Note: Complete paragraphs $(c)(6)$ and $(c)(7)$ only if this solicitation is expected to exceed the simplified acquisition threshold.
(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents that it () is, a women-owned business concern.
(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)
- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.
- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual
Number of Employees Gross Revenues
50 or fewer \$1 million or less
51 - 100 \$1,000,001 - \$2 million
101 - 250 \$2,000,001 - \$3.5 million
251 - 500\$3,500,001 - \$5 million
501 - 750 \$5,000,001 - \$10 million
751 - 1,000\$10,000,001 - \$17 million
Over 1,000 Over \$17 million

- (9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)
- (i) General. The offeror represents that either--
- (A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It () has, ()(has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: ______.)
- (10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It () is, () is not s joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(d) Certifications and representations required to implement provisions of Executive Order 11246
(1) Previous Contracts and Compliance. The offeror represents that-
(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and
(ii) It () has, () has not, filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that
(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American ActSupplies, is included in this solicitation.)
(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American ActSupplies."
(2) Foreign End Products:
Line Item No.:Country of Origin:
(List as necessary)
(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement-Israeli Trade Act":

Island Tidde Teet .
NAFTA Country or Israeli End Products
Line Item No.:Country of Origin:
(List as necessary)
(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled `Buy American ActNorth American Free Trade AgreementIsraeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
Other Foreign End Products
Line Item No.:Country of Origin:
(List as necessary)
(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) Buy American ActNorth American Free Trade AgreementsIsraeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American ActNorth American Free Trade AgreementIsraeli Trade Act":
Canadian End Products:
Line Item No.
(List as necessary)

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement-Israeli Trade Act":

Canadian or Israeli End Products:
Line Item No.
Country of Origin
(List as necessary)
(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.Smade, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.Smade, designated country, Caribbean Basin country, or NAFTA country end products.
Other End Products
Line Item No.: Country of Origin:
(List as necessary)
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.Smade, designated country,

- Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --
- (1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	· Listed Countries of Origin:
•	
•	

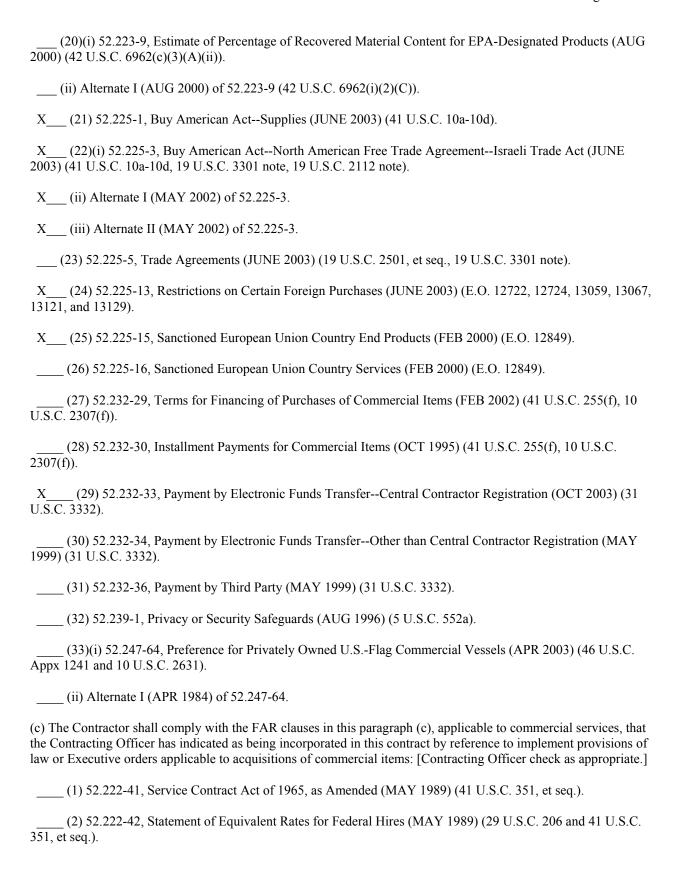
- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]
- ()(i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- () (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

- (a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).
- ____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
(ii) Alternate I (MAR 1999) to 52.219-5.
(iii) Alternate II to (JUNE 2003) 52.219-5.
(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-6.
(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-7.
(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (OCT 2001) of 52.219-9.
(iii) Alternate II (OCT 2001) of 52.219-9.
(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNI 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (JUNE 2003) of 52.219-23.
(11) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
X (12) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
X (14) 52.222-19, Child LaborCooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
X (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
X (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
X (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Othe Eligible Veterans (DEC 2001) (38 U.S.C. 4212).



- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor	May include in its subcontracts for c	commercial items a minimal number of
additional clauses necessary to satisfy	y its contractual obligations.	

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acq.osd.mil/dp/dars/dfars.html

(End of provision

INFORMATION

If your company can not ship complete order in one shipment, list the dates and amount of each shipment.

Please furnish the following information:
E-MAIL ADDRESS (DOES YOUR COMPANY ACCEPT AN ORDER BY E-MAIL YESNO)
Federal Tax ID #
Cage Code #
Delivery of this order will be days ARO
Terms for Payment (Net 30, 1%20 days, 2% 10 days, etc)
Freight Charges \$
GSA CONTRACT NUMBEREXPIRATION DATE
CAN OPEN MARKET AND GSA ITEMS BOTH GO ON THE SAME CONTRACT. YES NO

RFQ CAN BE FAXED TO THE ATTENTION OF EVONNE HOGUE 337-531-8369